



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

AGENDA

**Regular Meeting of the Board of Directors
Thursday, November 10, 2022 at 12:00 PM**

**Meeting Remote Location
via WebEx**

<https://koaconsultinginc.my.webex.com/koaconsultinginc.my/j.php?MTID=mf3a321e460ed92b129f7041f08379be4>

**or via phone
1-415-655-0001**

Meeting number: 2565 570 4875

Password: GatewayH2O (42839294 from phones or video systems)

(There will be no physical attendance at Progress Park)

- 1. Roll Call**
- 2. Determination of a Quorum**
- 3. Additions to Agenda (Govt. Code Sec. 54954.2(b))**
- 4. Oral Communications to the Board**

This is an opportunity for members of the public to address the Board on any item under the jurisdiction of the agency. Depending upon the subject matter, the Board may be unable to respond until the item can be posted on the agenda at a future meeting in accordance with provisions of the Brown Act.

- 5. Consent Calendar: (Acted as one item unless withdrawn by request)**
 - a. Minutes of the Board Meeting of October 13, 2022 (Enclosure).
 - b. Approve the Warrant Register for November 2022 (Enclosure).
 - c. Receive and File the Updated Expenditures for Legal Counsel Services (Enclosure).
 - d. Reconsider the circumstances of the COVID-19 state of emergency; and at least one of the following circumstances exist:
 - 1) The COVID-19 state of emergency continues to directly impact the ability of Board Members to meet safely in person; or
 - 2) State and local officials continue to recommend measures to promote social distancing.

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6. Discussion/Action Regarding Professional Services Agreement with CliftonLarsonAllen, LLP (Enclosures)

- a. Approve the Professional Services Agreement between GWMA and CliftonLarsonAllen, LLP; and
- b. Authorize the Chair to execute the Professional Services Agreement with CliftonLarsonAllen, LLP.

7. Discussion/Action Regarding GWMA Regional PFAS Groundwater Treatment Project Application (Enclosures)

- a. Adopt Resolution 22-03 to Approve the Filing of a Financial Assistance General Information Package to the California State Water Board for the GWMA Regional PFAS Groundwater Treatment Project.

8. Discussion/Action Regarding GWMA Regional New Wells Project (Enclosures)

- a. Authorize the Executive Officer to issue a Notice to Proceed to Harris & Associates amending the fee for the coordination of a regional project and preparation of a grant funding application for new wells from \$23,720 to \$35,320, using the On-Call Consultant Professional Services Agreement on file.
- b. Adopt Resolution 22-04 to authorize the submission of a grant application, and acceptance of funding from the 2022 Urban Community Drought Relief Grant Program for the GWMA Regional Well Resilience Project.

9. Safe Clean Water Program – Oral Report

- a. Lower San Gabriel River “LSGR” WASC Chair – Melissa You
- b. Lower Los Angeles River “LLAR” WASC Chair – Gina Nila

10. Executive Officer’s Oral Report

- a. Summary of Advanced Meter Replacement (AMR) Survey Results.

11. Directors’ Oral Comments/Reports

12. Adjournment to Regular Board Meeting on December 8, 2022.

NOTICE: GWMA will hold Board Meetings via video conference to meet social distancing recommendations or meet in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video-conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

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**MINUTES OF THE GATEWAY WATER MANAGEMENT AUTHORITY
LOS ANGELES GATEWAY REGION
INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AUTHORITY
BOARD
VIA VIDEO CONFERENCING
THURSDAY, OCTOBER 13, 2022**

A regular meeting of the Board of Directors of the Gateway Water Management Authority was held on Thursday, October 13, 2022 at 12:00 p.m. via WebEx and Phone Conference.

Chair Adriana Figueroa called the meeting to order at 12:07 p.m. Roll was called by Executive Officer Grace Kast and a quorum of the Board was declared.

BOARD MEMBERS PRESENT:

Grissel Chavez	Bell Gardens
Madeline Chen (alternate)	Central Basin Municipal Water District
Mike O’Grady	Cerritos
Aaron Hernandez-Torres	Cudahy
Dan Mueller	Downey
Whitford Marin (alternate)	Huntington Park
Mark Stowell	La Mirada
Kelli Pickler	Lakewood
Melissa You	Long Beach
Diana Tang	Long Beach Water Dept.
Adriana Figueroa	Paramount
Kenner Guerrero (alternate)	Pico Rivera
Sarina Morales-Choate (alternate)	Santa Fe Springs
Gladis Deras (alternate)	South Gate
Esther Rojas (alternate)	Water Replenishment District
Vicki Smith	Whittier

STAFF AND GUESTS ON SIGN-IN SHEET:

Grace Kast	Executive Officer
Traci Gleason	Program Administrative Manager
Kekoa Anderson	Funding/Grants Program
Nicholas Ghirelli	Legal Counsel
Nina Turner	Port of Long Beach
TJ Moon	Los Angeles County
John Hunter	John Hunter & Associates
Aric Martinez	John Hunter & Associates
Christy Cooper	Harris & Associates
Gabriel Gutierrez	Harris & Associates
Aparna Chatterjee	Harris & Associates
Oliver Galang	Craftwater Engineering
Yoshi Andersen	Geosyntec Consultants
Joseph Velasco	unknown

ITEM 3 - ADDITIONS TO THE AGENDA

None.

ITEM 4 - ORAL COMMUNICATIONS TO THE BOARD

None.

ITEM 5 - INFRASTRUCTURE LA INITIATIVE PRESENTATION

TJ Moon of Los Angeles County Public Works provided a funding opportunity presentation of Infrastructure LA. The Bipartisan Infrastructure Law passed last year. There is approximately \$1 trillion available for various types of infrastructure projects over the next five years (through FY 2026). There are two different types of funding: formula funding and competitive grants. Within California, there is \$48 billion available for formula funding. There is \$195 billion for competitive grants. Having a regional approach increases the opportunity to receive grant funding. The state revolving funds are loans. If the project is within the disadvantaged communities, the loan would be forgiven. The goal is 40% of all benefits to be invested in disadvantaged communities (Justice40). With an agreement, the County can assist cities with preparing grant applications to make it more competitive. If GWMA takes the lead, the County can be a named partner. The notice of intent for the state revolving fund is due at the beginning of November. Safe Clean Water Projects would be competitive for the state revolving funds.

ITEM 6 - CONSENT CALENDAR

Director Tang moved to approve the consent calendar.

The motion was seconded by Director Stowell and was approved by the following voice vote:

AYES: Sanchez, Chen, O’Grady, Hernandez-Torres, Mueller, Marin, Stowell,
Pickler, Tang, Guerrero, Morales-Choate, Deras, Rojas, Smith

NOES: None.

ABSTAIN: You, Figueroa (Minutes only).

**ITEM 7 - DISCUSSION/ACTION REGARDING INTEGRATED REGIONAL WATER
MANAGEMENT PROPOSITION 1-ROUND 2 GRANT PROJECT:
GATEWAY WATER MANAGEMENT AUTHORITY REGIONAL
RECYCLED WATER PROJECT**

Earlier this year, Geosyntec had conducted research and discussions with member agencies to identify a regional recycled water project to apply for a grant funding. As a result, two member projects were recommended to be combined as one regional project for the IRWM Proposition 1 Round 2 Implementation Grant Program. Executive Officer Kast noted the IRWM Proposition 1 Round 2 Grant Program is administered by the California Department of Water Resources (DWR). The Los Angeles County Flood Control District (District) intends to submit a region-wide application for Proposition 1 Round 2 Implementation Program Grant funds on behalf the Greater Los Angeles County (GLAC) IRWM Group, in which GWMA is a member. The GLAC IRWM Region is part of the larger funding area which includes Ventura and Santa Clara IRWM Regions. Earlier this year, the three regions agreed to work together and proportionally split the available

funds to simplify the process and to reduce friction and competition amongst the regions. As a requirement of the IRWM Grant Program, GWMA must provide an authorizing resolution in support of the application, which may include the GWMA Regional Recycled Water Project.

Director Pickler moved to adopt Resolution 22-02 to approve the filing of an application and acceptance of a grant award by the Los Angeles County Flood Control District for the IRWM Proposition 1 Round 2 Implementation Grant Program. The motion was seconded by Director Chen and was approved by the following voice vote:

AYES: Sanchez, Chen, O’Grady, Hernandez-Torres, Mueller, Marin, Stowell, Pickler, You, Tang, Figueroa, Guerrero, Morales-Choate, Deras, Rojas, Smith

NOES: None.

ABSTAIN: None.

ITEM 8 – GWMA REGIONAL PROJECT DEVELOPMENT/GRANT WRITING UPDATES

Oliver Galang with Craftwater Engineering provided the progress update for grant services for development of a stormwater capture and reuse systems regional project. As a recap, from a survey that was conducted earlier this year, top priority projects for member agencies were: stormwater capture, green streets, and LID implementation. Programmatic projects may include biofiltration/landscape medians, parking lot, stormwater dry-well implementation, permeable concrete/sidewalk programs. The next step is for Craftwater to coordinate with GWMA member agencies to determine which stormwater program to pursue.

Gabriel Gutierrez and Aparna Chatterjee with Harris & Associates provided the progress update for grant services for PFAS and New Wells. Funding options are limited for PFAS. The Bureau of Reclamation funding cycle is currently closed. However, the Department of Water Resources (DWR) has funds available for Emerging Contaminants such as PFAS. Higher priority is given to disadvantaged communities and severely disadvantaged communities. Projects will be prioritized in three categories: (A) immediate health risk; (B) untreated or at-risk sources; and (C) compliance or shortage problems. One hundred percent of the available funding for grants or loans, net of set-asides taken, will be committed as principal forgiveness. DAC Systems that serve less than 25k people is eligible to have 100% of project funding, with 100% loan forgiveness. For non-DAC systems that serves greater than 25k people can be eligible to have 50% project funding, with 100% loan forgiveness. The maximum grant amount for DAC systems and non-DAC systems is \$5M. Wells and Well Treatment grants and principal forgiveness for planning projects are only available to small communities. The submittal date for PFAS and New Well pre-application is November 18, 2022. DWR will review the applications and eligible projects will be included in a fundable list which is updated periodically. Financing agreements for all projects on the fundable list are expected to be in place by June 30, 2023. DWR recently released the guidelines for the 2022 Urban Community Drought Relief Grant Program, that may be better aligned with the current project status of cities who have expressed interest.

ITEM 9 – SAFE CLEAN WATER PROGRAM – ORAL REPORT

Director You reported that at the last LSGR WASC Meeting met earlier in the week. The regional program quarterly report summary for fiscal year 21-22 was reviewed. Additionally, the LSGR Watershed priorities for how funding would be distributed was discussed. The discussion topic is to be continued at the next meeting, on November 8, 2022.

The next LLAR WASC meeting is scheduled for November 1, 2022.

ITEM 10 – EXECUTIVE OFFICER’S ORAL REPORT

The Executive Officer reported that it is becoming more difficult to achieve a quorum at Board Meetings because board members and alternates have been leaving their agencies and are not being replaced. The Executive Officer sent notifications to member agencies requesting appointments of a board member and at least one alternate to ensure the agency can continue to take actions at Board Meetings.

ITEM 11 – DIRECTORS’ ORAL COMMENTS/REPORTS

None.

The meeting adjourned at 1:07 p.m.

The next regular Board Meeting of the Directors of the Gateway Water Management Authority will be on Thursday, November 10, 2022 at 12:00 p.m. The meeting will be held via video conference to meet social distancing recommendations or will be held in person at its regular location at Progress Park in Paramount, depending on recommendations from local and State officials. The physical location or video conference information will be posted with each Board Agenda which can be found at www.gatewaywater.org 72 hours in advance of the meeting.

Adriana Figueroa, Chair

Date



*Los Angeles Gateway Region
Integrated Regional Water Management
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November 10, 2022

AGENDA ITEM 5b – Approve the Warrant Register for November 2022

SUMMARY:

The Warrant Register is a listing of general checks issued since the last warrant register. Warrants will be signed by 2 of the 3 Board Officers and released by Traci Gleason, serving as the Administrative/Accounting Manager of the Gateway Water Management Authority, upon Board Approval.

DISCUSSION:

The Warrant Register for expenditures dated November 2022 in the amount of \$133,606.03 is submitted for approval. Invoices and supporting documentation are available for review at the office of the GWMA.

FISCAL IMPACT:

The Warrant Register totals \$133,606.03. Funds to cover payment are available in the GWMA budget.

RECOMMENDATION:

Approve the Warrant Register for November 2022.

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WARRANT REGISTER
DISBURSEMENT JOURNAL
November 2022

Invoice Date	Vendor	Invoice Number	Description	Amount	
11/1/2022	City of Paramount	4905	Office lease (Nov 2022)	\$ 390.72	✓
10/21/2022	CliftonLarsonAllen	3444918	Quickbooks Online software (August and September 2022)	\$ 82.50	✓
10/24/2022	CliftonLarsonAllen	3447516	Accounting Support (August 2022)	\$ 1,500.00	✓
10/18/2022	CWE	22469	LARUR2 (September 2022)	\$ 14,948.97	✓
9/30/2022	Fedak & Brown, LLP	9-30-2022	FY 21-22 Auditing Services	\$ 750.00	✓
10/31/2022	Gateway Cities Council of Governments	10-31-2022	Office Supplies (October 2022)	\$ 100.00	✓
10/4/2022	Geosyntec Consultants	486508	GWMA Grant Funding (Through 9/30/22)	\$ 7,734.66	✓
10/11/2022	Harris & Associates	54572	GWMA Grant Funding (Aug 28-Oct 1, 2022)	\$ 4,262.50	✓
10/18/2022	John L Hunter and Associates, Inc.	GWM1LLA12209	LLAR WMP (Sept 2022)	\$ 33,323.01	✓
10/28/2022	Koa Consulting, Inc.	K114-01-60	COG Water-Related Coordination Activities and Executive Officer Services, DAC Chair and DACIP Co-Chair (Oct 2022)	\$ 36,873.00	✓
10/27/2022	Richards Watson Gershon	239498	Legal Services - General (through September 30, 2022)	\$ 125.00	✓
10/17/2022	Richard Watson & Associates	22-192-003-010	LCC WMP CIMP (Sept 2022)	\$ 33,515.67	✓
Total				\$ 133,606.03	

Reviewed and Approved by:


Thomas Bekas, Signal Hill



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November 10, 2022

AGENDA ITEM 5c – Status of Total Legal Expenditures for General Legal Counsel Services for Fiscal Year 2022-2023

SUMMARY:

At the Board meeting in June 2022, the Board approved the budget for legal counsel services of \$30,500 for Fiscal Year (FY) 2022-2023 to address legal issues. The Board has previously directed staff to provide monthly updates on total expenditures for legal counsel services.

Legal Counsel Services Update:

\$ 30,500.00	FY 2022-2023 Budget amount for Legal Counsel services
<u>\$ 900.00</u>	Expenditures for Legal Counsel services through September 30, 2022
\$ 29,600.00	Remaining budget amount available through June 30, 2023

FISCAL IMPACT:

The total expenditures for Legal Counsel services for FY 2022-2023 through September, 2022 total \$900.00. Sufficient funds to cover payment for legal counsel services are remaining in the GWMA FY 2022-2023 budget.

RECOMMENDATION:

Receive and file the status the updated expenditures for Legal Counsel Services.

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AGENDA ITEM 6 – Professional Services Agreement with CliftonLarsonAllen, LLP

BACKGROUND:

Clifton Larson Allen, LLP (CLA), formerly Vicenti, Lloyd & Stutzman, has been providing on-going accounting support services, on an as-needed basis for GWMA since October 2016. The existing Professional Services Agreement “PSA” expires on December 31, 2022. As a result, on September 2, 2022, staff released a Request for Proposal for accounting support services beginning on January 1, 2023.

DISCUSSION:

The scope of services being requested is to provide GWMA assistance with: (1) general accounting; (2) a quarterly review of the accounting and bank reconciliations; (3) year-end adjusting entries needed for the audit; (4) preparation of audit workpapers and assistance during the audit; (5) assist with the budget preparation; and 6) be available for accounting questions as needed.

In accordance with GWMA's Board Policy on Goods and Services which requires a minimum of three proposals, a Request For Proposals (RFP) was released on September 2, 2022, with questions due to GWMA by September 16th and proposals due by October 7th. The RFP was posted on the home page of GWMA's website and also sent to:

- Mary Saenz Accounting
- O&S CPAs
- CliftonLarsonAllen, LLP
- Moss Adams

To facilitate the procurement process, staff also requested via email for GWMA Board Members and Alternates to share the RFP with recommended individuals or companies.

Despite these efforts, only two proposals were received as a result of the solicitation. They are as follows:

- MV Cheng & Associates
- CliftonLarsonAllen, LLP

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Per the Board Policy and the RFP, the selection criteria used in awarding a contract or agreement for professional services includes:

1. Qualifications of the individual(s) who will perform the tasks and the amounts of their respective participation;
2. Relevant experience (public agency and water) and strength of references;
3. Ability to perform tasks in a timely fashion, including staffing and familiarity with the subject matter; and
4. Cost competitiveness.

Both proposals were sent to the Board Executive Committee for evaluation. During the course of the review, it was determined that MV Cheng had not provided all of the required information for the fee portion of their proposal. The RFP required the following: (1) Cost details, including the hourly rates of each of the individuals who will perform services; (2) all expenses (including the Quickbooks Online Plus subscription fee); and (3) a “not to exceed” annual amount. MV Cheng & Associates did not provide information regarding expenses including Quickbooks and a not to exceed annual amount. The omitted information did not allow for an evaluation of MV Cheng’s cost competitiveness. Staff and legal counsel have found that these items were omitted from its proposal. Alternatively, CliftonLarsonAllen did submit all required information and Staff finds that they are qualified to continue performing the services. Staff further believes that submitting another RFP is unlikely to produce more competitive proposals given that only two firms responded to the current RFP. Thus, staff recommends accepting the CliftonLarsonAllen proposal and entering into a 2-year agreement with 2 one-year extension options effective January 1, 2023.

FISCAL IMPACT:

GWMA’s 2022-2023 budget for accounting services is \$20,000, and \$675 for the Quickbooks Software. CliftonLarsonAllen proposed fee of \$22,000 and the annual Quickbooks Online Subscription of \$550. The net difference for this fiscal year is \$1,000 for the services and the software subscription is within budget.

RECOMMENDATION:

- a. Approve the Professional Services Agreement between GWMA and CliftonLarsonAllen, LLP; and
- b. Authorize the Chair to execute the Professional Services Agreement with CliftonLarsonAllen, LLP.

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PROFESSIONAL SERVICE AGREEMENT

This Professional Services Agreement (“Agreement”) is dated and effective NOVEMBER 10, 2022 and is between the Los Angeles Gateway Region Integrated Regional Water Management Authority also referred to as the Gateway Water Management Authority (“GWMA”) and CliftonLarsonAllen a California Limited Liability Partnership (“Consultant”). GWMA and Consultant are sometimes referred to herein as the “Parties”, and individually as a “Party.”

The parties agree as follows:

SECTION 1 - SCOPE OF SERVICES

Consultant shall provide the services (the “Services”) described in the Scope of Services, attached as Exhibit A, attached hereto and incorporated herein by this reference as though set forth in full. GWMA may request, in writing, changes in the scope of services to be performed. Any changes mutually agreed upon by the parties, and any increase or decrease in compensation, shall be incorporated by written amendments to this Agreement. In the event of any conflict between the provisions of this Agreement and the provisions of the Consultant’s Proposal, the provisions of this Agreement shall control.

SECTION 2 - TIME FOR PERFORMANCE

The term of this Agreement shall commence on the effective date of this Agreement and expire on June 30, 2024 unless earlier terminated in accordance with the terms of this Agreement or extended by the Executive Officer or GWMA Chair. GWMA may, at its option, extend this Agreement for two (2) additional one year terms upon providing written notice of its intent to extend this Agreement to the Consultant not less than thirty (30) days prior to the expiration of the Term. In no event shall this Agreement be extended beyond June 30, 2026. Such extension shall be at the same price and conditions as set forth herein.

SECTION 3 - STANDARD OF PERFORMANCE

Consultant’s services shall be performed in accordance with generally accepted professional practices and principles and in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant’s profession currently practicing under similar conditions. By delivery of completed work, Consultant certifies that the work conforms to the requirements of this Agreement and all applicable federal, state and local laws and regulations. Consultant shall maintain throughout the term of this Agreement all licenses, certifications, registrations or other similar requirements necessary for Consultant’s performance of services under this Agreement.

SECTION 4 - OWNERSHIP OF WORK PRODUCT

Upon delivery, the work product, including, without limitation, all original reports, writings, recordings, drawings, files, and detailed calculations developed under this Agreement (collectively “work product”) are GWMA’s property. All copyrights that arise from work product shall vest in GWMA. Consultant waives and relinquishes all claims to copyright or other intellectual property rights in the work product in favor of GWMA. GWMA’s use of the work product is limited to the purposes contemplated by the Services and Consultant makes no representation of the suitability of the work product for use in or application to circumstances not contemplated by this Agreement. Any alteration or reuse by GWMA of the work product on any project other than the

Services provided pursuant to this Agreement shall be at GWMA's sole risk, unless GWMA compensates Consultant for such alteration or reuse.

SECTION 5 - COMPENSATION AND METHOD OF PAYMENT

As full compensation for Services satisfactorily rendered, GWMA shall pay Consultant at the hourly rates set forth in the Approved Fee Schedule attached hereto as Exhibit A. In no event shall Consultant be paid more than Twenty-Two Thousand, Five Hundred Fifty and Zero Cents (\$22,550.00) per year for all such Services, based on a time and materials not-to-exceed basis, as set forth in Exhibit A.

Consultant shall perform the Services for the amount(s) listed for each scope of work. GWMA shall not withhold federal payroll, state payroll and other taxes, or other similar deductions from each payment made to Consultant. Consultant shall pay all applicable federal, state, and local excise, sales, consumer use, and other similar taxes required by law. GWMA shall not allow any claims for additional services performed by Consultant, unless the Executive Officer or GWMA Chair authorizes the additional services in writing prior to Consultant's performance of the additional services or the incurrence of additional expenses. Any additional services authorized by the Executive Officer or GWMA Chair shall be compensated at the hourly rates set forth above, or, if not specified, at a rate mutually agreed to by the parties. Consultant shall submit invoices to GWMA on a monthly basis for actual work performed and actual expenses incurred during the preceding month. The invoices shall describe in detail the services performed by each person for each task, including the days and hours worked. GWMA shall review the invoices and notify Consultant in writing within ten (10) business days of any disputed amounts. GWMA shall pay all undisputed portions of the invoices within thirty (30) calendar days after receipt up to the maximum amount of compensation specified above. GWMA shall make payment payable to: Clifton Larson Allen LLP, P.O. Box 31001-2443, Pasadena, CA 91110-2443.

SECTION 6 - INDEPENDENT CONTRACTOR

Consultant is an independent contractor. Neither Consultant nor any of Consultant's officers, employees, agents or subconsultants, if any, shall be an employee of GWMA or its members by virtue of this Agreement or performance of the Services under this Agreement.

SECTION 7 - CONFLICT OF INTEREST

Consultant and its officers, employees, associates and sub consultants, if any, shall comply with all applicable conflict of interest statutes of the State of California applicable to Consultant's Services under this Agreement, including, the Political Reform Act (Cal. Gov. Code § 81000, *et seq.*) and Government Code Section 1090.

SECTION 8 - INDEMNIFICATION

Indemnities. Consultant shall indemnify, defend and hold harmless GWMA, and its officials, officers, attorneys, agents, employees, designated volunteers, successors and assigns in accordance with the terms of this Section 8. Consultant's covenant under this Section 8 shall survive the expiration or termination of this Agreement.

To the fullest extent permitted by law, Consultant hereby agrees, at its sole cost and expense, to protect, defend, hold harmless and indemnify GWMA, its officials, officers, attorneys, agents, employees, designated volunteers, successors, assigns and those GWMA agents serving as independent contractors in the role of GWMA officials (collectively “Indemnitees”) from and against any and all damages, costs, expenses, liabilities, claims, demands, causes of action, proceedings, expenses, judgments, penalties, liens, and losses of any nature whatsoever, including fees of accountants, attorneys, or other professionals and all costs associated therewith and the payment of all consequential damages (collectively “Claims”), in law or equity, whether actual, alleged or threatened, which arise out of, pertain to, or relate to the acts or omissions of Consultant, its officers, agents, servants, employees, subconsultants, suppliers or their officers, agents, servants, employees, subconsultants, contractors (or any entity or individual that Consultant shall bear the legal liability thereof) in the performance of this Agreement, including the Indemnitees’ active or passive negligence, except for Claims arising from the sole negligence or willful misconduct of Indemnitees, as determined by final arbitration or court decision or by the agreement of the parties. Consultant shall defend Indemnitees in any action or actions filed in connection with any Claim with counsel of Indemnitees’ choice, and shall pay all costs and expenses, including all attorneys’ fees and experts’ costs actually incurred in connection with such defense. Consultant shall reimburse Indemnitees for any and all legal expenses and costs incurred by Indemnitees in connection therewith.

The indemnity under this Section 8 is effective regardless of any prior, concurrent, or subsequent misconduct, negligent acts, errors or omissions of the Indemnitees and without reference to the existence or applicability of any insurance coverages that are required under this Agreement or any additional insured endorsements that may extend to the Indemnitees. The indemnity under this Section 8 is in addition to any other rights or remedies that the Indemnitees may have under the law. Payment is not required as a condition precedent to the Indemnitees’ right to recover under this Section 8, and an entry of judgment against Consultant shall be conclusive in favor of the Indemnitees’ right to recover under this Section 8. Consultant shall pay Indemnitees for any attorney’s fees and costs incurred in enforcing these indemnification provisions.

SECTION 9 - INSURANCE

Consultant shall at all times during the term of this Agreement carry, maintain, and keep in full force and effect, the following policies of insurance with minimum limits as indicated below and issued by insurers with A.M. Best ratings of no less than A:VII:

“Occurrence Form” Comprehensive General Liability Insurance (at least as broad as ISO Form CG 0001, covering liability on an occurrence basis) providing protection against bodily injury, including death, personal injury and property damage. This insurance shall provide broad form contractual liability protection covering the indemnity provisions contained in this Contract, underground hazards, products-completed operations. A per occurrence limit of \$2,000,000 and \$4,000,000 in the aggregate, written, with dedicated limits, on a “per project” basis; and a products-completed operations aggregate limit of at least \$4,000,000. The Consultant’s insurance policy shall include or be endorsed to include a “severability of interests” provision ensuring that each “additional insured” is treated as if it is the only insured; and “Occurrence Form” Automobile Liability Insurance providing protection against bodily injury, including death, and property damage. This insurance shall provide contractual liability by endorsement (ISO Form CA 0001, Code I, “any auto” or equivalent) and shall cover any motor vehicle (or mobile equipment, to the extent it may be excluded from general liability insurance) used by the Consultant (whether

owned, non-owned, hired or scheduled). The Consultant's insurance policy shall include or be endorsed to include a "severability of interests" provision ensuring that each "additional insured" is treated as if it is the only insured; and

Workers' compensation and Employer's Liability: Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

The insurance required by this Section 9 shall apply on a primary non-contributing basis. Any insurance or self-insurance maintained by GWMA, its member agencies, officers, employees, agents, subcontractors or volunteers, shall be in excess of Consultant's insurance and shall not contribute with it.

The automobile and comprehensive general liability insurance policies shall contain an endorsement naming GWMA and its officers, employees, officials and agents as additional insureds. All insurance policies shall contain an endorsement providing that the policies cannot be canceled or reduced except on thirty (30) days' prior written notice to GWMA. All insurance policies shall be endorsed to delete the subrogation condition as to GWMA, or shall explicitly allow Consultant to waive Consultant's right of recovery prior to loss. Consultant waives all rights of subrogation and contribution against GWMA. Consultant shall require its insurer to modify the certificates of insurance to delete any exculpatory wording stating that failure of the insurer to mail written notice of cancellation imposes no obligation, and to delete the word "endeavor" with regard to any notice provisions.

Consultant shall require all subconsultants or other third parties hired to perform services under this Agreement, to carry, maintain, and keep in full force and effect, insurance policies that meet the requirements of this Section 9, unless otherwise agreed to by GWMA. The procurement of insurance by any subconsultant or other third party hired to perform services under this Agreement shall not relieve Consultant from any duties or liability otherwise arising under this Section 9.

Prior to performance of the Services under this Agreement, Consultant shall file a certificate or certificates of insurance, together with the required endorsements, with GWMA showing that the insurance policies are in effect in the required amounts.

SECTION 10 - TERMINATION

Termination by GWMA. The Executive Officer or GWMA Chair may terminate this Agreement or any portion of this Agreement or the Services required under this Agreement for any reason on ten (10) calendar days' written notice to Consultant. Upon receipt of a notice of termination, Consultant shall perform no further services except as specified in the notice. Before the date of termination, Consultant shall deliver to GWMA all work product, whether complete or incomplete, prepared or compiled through the date of termination and not otherwise previously delivered to GWMA. GWMA shall pay Consultant for services satisfactorily performed in accordance with this Agreement to the date of termination. GWMA shall reimburse Consultant for authorized expenses incurred to the date of termination and not previously reimbursed. Consultant shall not have any other claim against GWMA by reason of such termination.

Termination by Consultant. Consultant may terminate this Agreement on thirty (30) calendar days' written notice to GWMA only in the event of a material default by GWMA, which default GWMA

has not been cured within thirty (30) days following receipt by GWMA of written notice from Consultant specifying the basis of the alleged default.

SECTION 11 - DEFAULT.

Consultant's failure to comply with the provisions of this Agreement shall constitute a default. In the event that Consultant is in default for cause under the terms of this Agreement, GWMA shall have no obligation or duty to continue compensating Consultant for any work performed after the date of default.

In addition to the right to terminate pursuant to Section 10, if the Executive Officer determines that Consultant is in default in the performance of any of the terms or conditions of this Agreement, GWMA shall serve Consultant with written notice of the default. Consultant shall have ten (10) calendar days after service upon it of the notice in which to cure the default by rendering a satisfactory performance. In the event that Consultant fails to cure its default within such period of time, GWMA may, notwithstanding any other provision of this Agreement, terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled at law, in equity or under this Agreement.

SECTION 12 - ADMINISTRATION

GWMA's representative for administration of this Agreement, is the GWMA Executive Officer or such other person designated in writing by the Executive Officer. Consultant's representative for administration of this Agreement is Ted Mueller ("Consultant's representative"), unless notified in writing by Consultant that additional representatives are authorized.

SECTION 13 - NOTICES

Any routine administrative communication between the Executive Officer and the Consultant's representative required to be in writing may be made by personal delivery, first class U.S. mail, facsimile transmission or electronic mail. Any other notices, invoices or reports required by this Agreement shall be given by first class U.S. mail or by personal service. Notices shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Consultant's and GWMA's regular business hours or by facsimile before or during Consultant's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses below, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section 12. All notices shall be delivered to the parties at the following addresses:

If to GWMA:	Gateway Water Management Authority Attn: Grace Kast 16401 Paramount Blvd. Paramount, CA 90723 gracekast.gateway@gmail.com
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If to Consultant:	Ted Mueller 301 N. Lake Avenue, Suite 900 Pasadena, CA 91101 ted.mueller@claconnect.com
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SECTION 14 - COMPLIANCE WITH LAWS

The Consultant shall keep itself informed of all local, state and federal ordinances, laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Consultant shall at all times observe and comply with all such ordinances, laws and regulations. The Consultant shall obtain and maintain during the Agreement term all necessary licenses, permits and certificates required by law for the provision of services under this Agreement. GWMA and its agents shall not be liable at law or in equity occasioned by failure of the Consultant to comply with this section.

SECTION 15 - INDEPENDENT CONTRACTOR

Consultant is, and shall at all times remain as to GWMA a wholly independent contractor. The personnel performing the services under this Agreement on behalf of Consultant shall at all times be under Consultant's exclusive direction and control. Consultant shall have no power to incur any debt, obligation, or liability on behalf of GWMA. Neither GWMA nor any of its agents shall have control over the conduct of Consultant or any of Consultant's employees, except as set forth in this Agreement. Consultant shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of GWMA.

No employee benefits shall be available to Consultant in connection with the performance of this Agreement. Except for the fees paid to Consultant as provided in the Agreement, GWMA shall not pay salaries, wages, or other compensation to Consultant for performing services hereunder for GWMA. GWMA shall not be liable for compensation or indemnification to Consultant for injury or sickness arising out of performing services hereunder

SECTION 16 — WAIVER

No delay or omission to exercise any right, power or remedy accruing to GWMA under this Agreement shall impair any right, power, or remedy of GWMA, nor shall it be construed as a waiver of, or consent to any breach or default. No waiver of any breach, any failure of a condition, or any right or remedy under this Agreement (1) shall be effective unless it is in writing and signed by the party making the waiver; (2) shall be deemed to be a waiver of, or consent, to any other breach, failure of a condition, or right or remedy, or (3) shall be deemed to constitute a continuing waiver unless the writing expressly so states.

SECTION 17 - ATTORNEY'S FEES

In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees.

SECTION 18 - ENTIRE AGREEMENT

This Agreement constitutes the final, complete and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all other prior or contemporaneous oral or written understandings and agreements of the parties.

SECTION 19 - ASSIGNMENT AND DELEGATION

Consultant shall not assign any of its rights or delegate any of its duties under this Agreement, either in whole or in part, without GWMA's prior written consent. GWMA's consent to an assignment of rights under this Agreement shall not release Consultant from any of its obligations or alter any of its primary obligations to be performed under this Agreement. Any attempted assignment or delegation in violation of this Section shall be void and of no effect and shall entitle GWMA to terminate this Agreement. As used in this Section, "assignment" and "delegation" means any sale, gift, pledge, hypothecation, encumbrance or other transfer of all or any portion of the rights, obligations, or liabilities in or arising from this Agreement to any person or entity, whether by operation of law or otherwise, and regardless of the legal form of the transaction in which the attempted transfer occurs.

SECTION 20 - MODIFICATION

This Agreement may be supplemented, amended or modified only by a writing signed by Consultant and the Executive Officer or GWMA Chair.

SECTION 21 - SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, invalid or unenforceable for any reason, the validity of and enforceability of the remaining provisions of this Agreement shall not be affected and continue in full force and effect.

SECTION 22 - CORPORATE AUTHORITY

Each person executing this Agreement on behalf of his or her Party warrants that he or she is duly authorized to execute this Agreement on behalf of that Party and that by such execution, that Party is formally bound to the provisions of this Agreement.

SECTION 23 - EXHIBITS

Exhibit A constitute a part of this Agreement and are incorporated into this Agreement by this reference. If any inconsistency exists or arises between a provision of this Agreement and a provision of any exhibit, or between a provision of this Agreement and a provision of Consultant's proposal, the provisions of this Agreement shall control.

[SIGNATURE PAGE FOLLOWS]

The Parties are signing this Agreement on the date set forth in the introductory clause.

GWMA

Consultant

Los Angeles Gateway Region Integrated
Regional Water Management Authority

CliftonLarsonAllen, LLP
a Limited Liability Partnership

By: _____

Name: Adriana Figueroa

Title: Chair

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:

By: _____

Name: Nicholas R. Ghirelli

Title: General Counsel

Create Opportunities



October 6, 2022

**Proposal to provide professional
accounting services to:**

Gateway Water Management Authority

Prepared by:

Ted Mueller, CPA, Signing Director
ted.mueller@CLAconnect.com

Main 626-793-3600 | Fax 626-793-3631



CLAconnect.com

**WEALTH ADVISORY
OUTSOURCING
AUDIT, TAX, AND
CONSULTING**



CLA (CliftonLarsonAllen LLP)
301 N. Lake Ave, Suite 900
Pasadena, CA 91101
626-793-3600 | fax 626-793-3631
CLAconnect.com

October 6, 2022

Gateway Water Management Authority
Attn: Ms. Traci Gleason
16401 Paramount Blvd.
Paramount, CA 90723

Dear Ms. Gleason:

Thank you for inviting us to propose our services to you. We gladly welcome the opportunity to share our approach to helping the Gateway Water Management Authority ("GWMA") meet its need for professional services.

Through our past experience in serving GWMA, we understand your broader objectives and service needs. As a result, we are confident our proposal not only addresses your need for accounting services, but also demonstrates our strong capabilities in serving GWMA, developed during our more than 60-year history of working with state and local governments.

CLA (CliftonLarsonAllen LLP) is focused on delivering an exceptional level of knowledge, insight, and industry experience. As our clients' most trusted business advisor, we:

- Take a genuine interest in your opportunities and challenges
- Proactively work with you to develop approaches based on a deep understanding of your business and industry
- Continually strive to better your organization, the public water agencies, the communities in which we work and live, the accounting profession, and ourselves

We are eager to work with you and welcome the chance to present our proposal to the Board of Directors. If you have any questions about our offerings, please do not hesitate to contact our team via phone 719-635-0330 or by email at ted.mueller@CLAconnect.com.

Sincerely,

CliftonLarsonAllen LLP

Ted Mueller
Signing Director
626-844-2024
ted.mueller@CLAconnect.com

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Firm Overview

Create opportunities

CLA exists to create opportunities for our clients, our people, and our communities through industry-focused management, accounting, billing, tax, and consulting services.

More than

7,400

people



More than

120

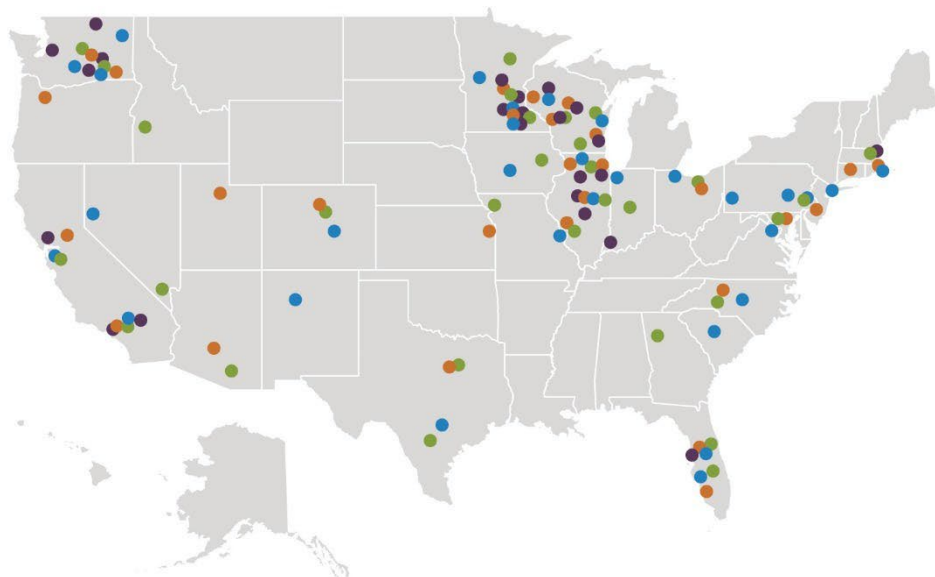
U.S. locations



A

global

affiliation



We promise to know you and help you

With CLA by your side, you can find everything you need in one firm. Professionally or personally, big or small, we can help you discover opportunities and achieve more than you believed possible.



Services Approach

CLA realizes that each GWMA has unique needs. Our broad governmental practice has exposed our accounting and management team to nearly any situation that the GWMA may encounter. We have resources in our practice area that provide depth of knowledge, leveraged skills, and accessibility to our clients.

Accounting approach

Our non-attest services will include providing assistance in the preparation of financial statements and basic accounting records from information that you will maintain. We will provide assistance so that you can prepare financial statements in accordance with the Statements on Standards for Accounting and Review Services (SSARS) issued by the American Institute of Certified Public Accountants as well as the following services:

- Provide process and procedure improvement implementation for accounting systems (including internal controls) and policies to GWMA staff
- Provide audit prep services for annual general and/or single audits, and potential grant audits
- Assist with bank account reconciliations
- Provide assistance with financial transactions
- Upon request, meet periodically with the GWMA to report on the agency's financial status (may be virtual or in person)
- Be available during the year to consult with you on any accounting matters related to the GWMAs.

Services integration

An engagement such as outlined in this proposal requires the interaction of numerous individuals working within relatively narrow timeframes. Our accounting and management staff work as a team. We are in close, regular contact, keeping each other informed of our progress and any issues that arise. We emphasize communication — making sure that issues that cross disciplines are fully evaluated by the entire team.

Engagement Team Experience

Roles and responsibilities

An experienced engagement team has been aligned to provide the most value to your organization. The team members have performed numerous engagements of this nature and will commit the resources necessary to provide top quality service throughout the engagement.

The most important resource any business has is people — the right people.

Following are our proposed accounting team members:



R. Theodore Mueller II, CPA

CliftonLarsonAllen LLP

Outsourcing CFO for Southern California
Pasadena, California

626-844-2024

ted.mueller@CLAconnect.com



Profile

Ted is the Chief Financial Officer for the four offices in Southern California that house the Outsourced Accounting Department for CliftonLarsonAllen. His focus is on Client Accounting Services, specializing in outsourcing accounting for both Profit and Not for Profit organizations.



Ted has over 30 years of public and private accounting experience in start-ups, emerging markets, and middle markets in primarily the entertainment and real estate industries. His experience in public accounting provided Ted with a vast understanding of accounting and reporting matters, business operations, internal control, labor issues, and tax related issues for clients. For the past 20 years, Ted was the Chief Financial Officer for two entertainment marketing firms: working on financing growth and operational matters, managing company owned real estate, and improving reporting and internal controls.

Technical experience

- Financial and operational accounting & reporting
- Budgeting and Forecasting
- Accounting software implementation and conversion
- Banking and Insurance Relationships
- Human Resources and Payroll

Education/professional involvement

- Master in Business Administration, emphasis in Accounting and Finance
University of Southern California
- Bachelor of Arts in Biology
University California Los Angeles
- American Institute of Certified Public Accountants
- California Society of Certified Public Accountants
- Financial Executives Networking Group





Vincent Shih, MBA

CLA (CliftonLarsonAllen LLP)

BizOps Consulting Controller
Pasadena, CA

626-204-7325
vincent.shih@CLAconnect.com



Profile

Vincent joined CLA in 2022 and brings more than 22 years of experience working for not-for-profit organizations, specifically with 12 years in education management (independent and charter schools). As part of his professional experience, he oversaw the finance, accounting, budgeting and forecasting, payroll, and compliance functions for one of the oldest charter schools in the Los Angeles region. He also worked with the School's Foundation in support of disadvantaged students by providing teacher support and student scholarships.

Throughout his time supporting Schools, he also worked closely with key operational areas, such as Human Resources, IT, and Facilities Departments. This unique experience has allowed Vincent to better understand organization needs and to streamline business workflows and processes.

Technical experience

- Cash and Investment (Endowment) Management
- PowerBI
- MIP Abila
- Federal, State, and Local Compliances (Federal Cash Management, CalSTRS, SI-100, local assessors reporting, etc)
- Payroll Conversion Implementation
- Microsoft Office and Google Workspace Suites

Education and professional involvement

- Master of Business Administration from University of California, Irvine
- Bachelor of Arts in History with a specialization in Business Administration from University of California, Los Angeles

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CPAs | CONSULTANTS | WEALTH ADVISORS

CLA (CliftonLarsonAllen LLP) is an independent network member of CLA Global. See [CLAglobal.com/disclaimer](https://claglobal.com/disclaimer).

Investment advisory services are offered through CliftonLarsonAllen Wealth Advisors, LLC, an SEC-registered investment advisor.



Proposed Fees

CLA's policy is to estimate fees that are competitive, yet still enable us to respond quickly to client needs and provide you with the quality of service you deserve. Our methodology of leveraging work to the most appropriately skilled staff member provides our clients with exemplary work at a competitive rate. We believe that your organization and CLA are perfectly matched for today's needs, but more importantly, for the increased requirements and complexities that will occur down the road.

We bill on a time and materials basis. Following are our current hourly rates:

Accounting Professional Level	Hourly Rate
Principal/Chief Financial Officer	\$200 - \$425
Controller	\$170 - \$200
Assistant Controller	\$145 - \$170
Senior	\$120 - \$140
Staff	\$80 - \$110

We estimate the accounting service fee to not to exceed \$22,000 and the QuickBooks Online Plus subscription fee to be \$550.

References

- West Valley Water District – Jose Velasquez, Director of Finance, 909-875-1804 ext. 300, jvelasquez@wvwd.org
- California Schools Risk Management and Employee Association Joint Powers Authorities – Yolanda Corner, CFO, 909-763-4900, ycorner@csjpa.org
- West San Gabriel Workers Compensation and Liability & Property Joint Powers Authorities –Adriana Sanchez, IPA – Senior Accounting Tech, 626-821-8300 x6749, agsanchez@ausd.net

Conclusion

No matter how you define success, CLA would like to be a part of it. Our hands-on approach to client service, the extensive experience of our staff, our knowledge of the area, and wealth of local and national resources will serve to meet your needs and provide the insight needed to help you accomplish your goals in the future.

We understand that Water Authorities are facing challenges today that require more than ordinary solutions; they require forward-thinking and creative solutions that will help carry you into the future.

Guarantees and warranties

As a signing director with the firm, Ted Mueller is authorized to make representations and contractually bind the firm.

We look forward to building a lasting relationship with your GWMA's. If you have any questions or require additional information, please contact Ted Mueller at 626-844-2024, or by email at ted.mueller@CLAconnect.com.





*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

November 10, 2022

AGENDA ITEM 7 – GWMA Regional PFAS Groundwater Treatment Project Application

BACKGROUND:

Late last year, the Gateway Water Management Authority (GWMA) Board selected Harris & Associates for project development/grant writing for a regional recycled PFOS and PFOA treatment project. Based on several solicitations of interest among GWMA members, Harris & Associates received information on several projects at various stages of readiness. Harris & Associates conducted further research and had discussions with those members, as well as provided several presentations to the Board over the past several months. As a result, two member projects are being recommended to be combined as one GWMA Regional PFAS Groundwater Treatment Project, which consists of the Paramount Groundwater Treatment System and Whittier Groundwater Treatment System Expansion Project.

DISCUSSION:

The Federal Bipartisan Infrastructure Law (BIL), also known as the Infrastructure Investment and Jobs Act of 2021, includes \$5 billion in funding for the Clean Water and Drinking Water State Revolving Funds in order to address emerging contaminants (EC) in drinking and potable water. Under the California Budget Act of 2021 and Budget Act of 2022, California's State Water Resources Control Board (State Water Board) has issued an Emerging Contaminants Supplemental Intended Use Plan (SIUP) to apply for and administer this Federal funding to, among other goals, reduce human exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS) through drinking water. Currently, SIUP applications for EC (including PFAS) funding are being accepted on a continuous basis. Applicants must follow the existing DWSRF application process for EC/PFAS applications. The application process begins with a General Application and related attachments. Submission of the SIUP application allows the State to initiate review and discussion of the projects. The State may also provide recommendations for project structuring before including it in the SIUP, which gives priority to the project for funding. This submission is not the final grant application. Rather, this is a State-recommended step in the full application process.

According to the SIUP: "This is a unique opportunity to prioritize investment to local communities that are on the frontlines of PFAS contamination and that have few options to finance solutions through traditional programs. The BIL provides EC funding through the SRFs that must be distributed to communities entirely as forgivable loans and grants."

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
Proudly serving Gateway cities and agencies in Southeastern Los Angeles County

Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

Per discussions with the State Water Board's Division of Finance, Gateway Water Management Authority (GWMA) may package multiple member-city projects together and apply for this funding. However, the packaged projects must be similar in nature; that is, similar size, project type, and at the same project stage. Eligible project types include construction of a new treatment facility or upgrade to an existing treatment facility that addresses ECs. Systems serving >25,000 people are eligible for 50% grant funding or principal forgiveness of up to \$5,000,000 per system. Discussions with the Division of Finance indicate that a joint application for the two cities will be eligible for up to \$10,000,000, though overall funding limitations by the State may limit funding availability.

Harris & Associates requested expressions of interest from all GWMA member cities earlier this year. Five members responded. After multiple discussions, reviews and presentations to the GWMA Board, Harris & Associates is recommending that the cities of Paramount and Whittier be combined for this regional application because they are each developing similarly scoped projects to treat groundwater for Polyfluoroalkyl Substances (PFAS) and are both expected to be construction ready in early 2024.

The City of Paramount is in the process of securing property (under a separate project) to provide a centralized treatment location. This project will construct transmission lines from two wells about one quarter mile away from the property, a treatment facility to remediate per- and polyfluoroalkyl Substances (PFAS), and transmission mains to deliver the water to the distribution system. The total project construction cost is estimated to be \$10M. The City of Paramount's grant funding request is \$5M.

The City of Whittier is expanding its existing groundwater treatment capabilities from 4,500 gallons per minute (gpm) to 12,500 gpm to remediate PFAS from the Central Basin and the Main San Gabriel Groundwater Basin. This project is referred to as the Whittier Groundwater Treatment System (WGTS) Expansion Project. The total project construction cost is estimated to be \$8M. The City of Whittier's is grant funding requesting is \$4M.

This is not a final application. If this item is approved, GWMA will submit a general information package to the State Water Boards for inclusion of the Regional PFAS Groundwater Treatment Project in the SIUP. The submission of a general information package is a State-recommended step in the full application process. Once the Project is included in the SIUP, GWMA must submit a further application for specific grant funding or principal forgiveness. The draft resolution reflects the Board's authorization to submit the general information package at this time.

FISCAL IMPACT:

None at this time. Once the SIUP application is reviewed and accepted, a full grant application would follow. This will require additional work to gather more detailed information from the project participants. At that time, staff will evaluate needed resources to complete the final application and may request the Board to authorize additional funds to support the additional work. If awarded, Staff will bring a legal agreement between the State and GWMA to the Board for approval in addition to Sub-recipient Agreements with both cities.

Adriana Figueroa (Paramount), Board Chair • Kelli Pickler (Lakewood), Vice-Chair • Thomas Bekele (Signal Hill), Secretary/Treasurer
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Members: Artesia • Bell • Bell Gardens • Bellflower • Central Basin Municipal Water District • Cerritos • Commerce • Compton • Cudahy • Downey
Hawaiian Gardens • Huntington Park • La Mirada • Lakewood • Long Beach • Long Beach Water Department • Lynwood • Maywood • Montebello • Norwalk • Paramount
Pico Rivera • Port of Long Beach • Santa Fe Springs • Signal Hill • South Gate • Vernon • Water Replenishment District of Southern California • Whittier

With Technical Support From The Sanitation Districts Of Los Angeles County

RECOMMENDATION:

- a. Adopt Resolution 22-03 to Approve the Filing of a Financial Assistance General Information Package to the California State Water Board for the GWMA Regional PFAS Groundwater Treatment Project.

RESOLUTION 22-03

November 10, 2022

BOARD OF DIRECTORS

Los Angeles Gateway Region Integrated Regional Water Management Authority
("Gateway Water Management Authority")

A RESOLUTION TO APPROVE THE FILING OF A FINANCIAL ASSISTANCE GENERAL INFORMATION PACKAGE TO THE CALIFORNIA STATE WATER BOARD FOR THE GWMA REGIONAL PFAS GROUNDWATER TREATMENT PROJECT.

WHEREAS, the Legislature and the Governor of the State of California have issued a Supplemental Intended Use Plan (SIUP) to apply for and administer Federal funding for emerging contaminants in drinking water that, among other goals, reduce human exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS); and

WHEREAS, systems serving >25,000 people are eligible for fifty percent grant funding or principal forgiveness of up to \$5,000,000 per system; and

WHEREAS, this grant program is administered by the California State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board requires the governing body of a grant applicant to, by Resolution, authorize the submission of a general information package for inclusion in the SIUP, and designate the title of the authorized representative to represent the water system and to sign documents pertaining to the application; and

WHEREAS, the Gateway Water Management Authority intends to submit a General Information Package for financial assistance under the SIUP for up to \$9,000,000 for construction funding for the GWMA Regional PFAS Groundwater Treatment Project, which consists of the Paramount Groundwater Treatment System and Whittier Groundwater Treatment System Expansion Project.

NOW, THEREFORE, BE IT RESOLVED, by the Gateway Water Management Authority:

1. That the District will submit a General Information Package to the State Water Board for the GWMA Regional PFAS Treatment Project, which will reduce human exposure to perfluoroalkyl and polyfluoroalkyl substances (PFAS) through drinking water.
2. That the Gateway Water Management Authority authorizes and directs the Executive Officer or designee to file such application to the State Water Board and review and discuss the application with the State in order to develop a final application package that will be eligible for grant funding or principal forgiveness under the SIUP.

3. That the Gateway Water Management Authority authorizes and directs its Executive Officer to act as the authorized representative of the Gateway Water Management Authority when conducting business with the State Water Board on any and all matters related to the GWMA Regional PFAS Treatment Project.
4. The GWMA Board shall further authorize the submittal of a formal grant application if and when Regional PFAS Treatment Project is included in the SIUP.

CERTIFICATION

I hereby certify that the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board of Directors duly adopted Resolution 22-03 on November 10, 2022.

AYES:

NOES:

ABSTAIN:

ATTEST:

Signature:

Adriana Figueroa Chair



*Los Angeles Gateway Region
Integrated Regional Water Management
Joint Powers Authority*

November 10, 2022

AGENDA ITEM 8 – GWMA Regional New Wells Project Application

BACKGROUND:

Late last year, the Gateway Water Management Authority (GWMA) Board selected Harris & Associates to develop a regional new wells project and to prepare one grant application. Based on several solicitations of interest among GWMA members, Harris & Associates received information from eight member cities on their potential projects. This was followed by further research, discussions and refinement with those members. As a result, Harris & Associates began working with member cities to submit a package under the Drinking Water State Revolving Fund (DWSRF) for a potential loan with principal forgiveness. However, a new and unexpected opportunity (California Department of Water Resources (DWR) 2022 Urban Community Drought Relief Grant Program (UCDRG)) was recently announced. The guidelines specifically outline that eligible project types are for planning, design, engineering, acquisition of real property interests, construction, and related activities undertaken to implement a variety of drought resilience projects. These include projects that support immediate drought response, enhance local supply and climate resilience through source watershed improvements, and new wells or rehabilitation of existing wells.

Based on this new opportunity, the Board is being requested to consider applying for this new grant opportunity in lieu of the DWSRF grant package. To complete this new grant application, Harris & Associates proposes to change course by amending their contract to add an additional service and combining their remaining budget with an additional budget request to include this scope. Under the existing contract, additional services may be added to the scope of work if authorized by the Board and the fee for the services is mutually agreed upon by the consultant and GWMA.

DISCUSSION:

DWR issued the final UCDRG guidelines in early October 2022 and is accepting applications through January 31, 2023. Grant awards will be announced in phases, scheduled to begin in December 2022 and ending in March 2023.

As a matter of background, in June 2022, the California legislature amended the Budget Act of 2021 (Stats. 2021, ch. 240, § 80) to allocate an additional \$545 million to DWR to award grants for drought relief. These grants are intended to provide water to communities that face the loss or contamination of their water supplies, to address immediate impacts on human health and safety, to secure the future of California's water supply, and/or to protect fish and wildlife resources.

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Based on this new opportunity, Harris & Associates began re-contacting the cities to determine their interest and their project alignment with the UCDRG. Results of these communications are provided below:

Confirmed Interest

- Huntington Park – Well rehabilitation. Project stage = Planning
- Santa Fe Springs – Well rehabilitation. Project stage = Planning

Likely Interest

- Downey – 18 wells need rehabilitation, in various project stages. Downey staff expressed interested in participating in grant application but need to work through how to structure, as well rehabilitation engineering is likely to be done in-house.
- Compton – Well rehabilitation. Project stage = To Be Determined

Potential – Awaiting updated response

- Paramount – No specific project. They need a new well. Looking for planning funds.
- Lynwood – No specific project. In a preliminary investigation phase.

Not interested

- Commerce – already have funding in place
- Whittier – pursuing the grant opportunity on their own

The minimum award amount is \$3 million per applicant. Bundling of projects is allowed.

Eligible project types are planning, design, engineering, acquisition of real property interests, construction, and related activities undertaken to implement a variety of drought resilience projects, including:

- Projects that support immediate drought response
- Projects that enhance local supply and climate resilience through source watershed improvements
- New wells or rehabilitation of existing wells

DWR expects that demands for funding will exceed the available budget. DWR may make partial awards to ensure equitable distribution of funding.

FISCAL IMPACT:

The FY 2022-2023 budget included Harris & Associates' original fee of \$23,720 for the coordination of a regional project and preparation of a grant funding application for new wells. Until last month, Harris & Associates was preparing to submit an application under the DWSRF. With this more competitive funding opportunity through DWR UCDRG, Harris & Associates requests an additional compensation of \$11,600 to change course to address the requirements of this opportunity. Harris & Associates' detailed proposal is enclosed. This additional funding request would be covered by the cumulative administrative ending fund balance reported in the FY 2022-2023 Operating Budget Report.

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RECOMMENDATION:

- a. Authorize the Executive Officer to issue a Notice to Proceed to Harris & Associates amending the fee for the coordination of a regional project and preparation of a grant funding application for new wells from \$23,720 to \$35,320, using the On-Call Consultant Professional Services Agreement on file.
- b. Adopt Resolution 22-04 to authorize the submission of a grant application, and acceptance of funding from the 2022 Urban Community Drought Relief Grant Program for the GWMA Regional Well Resilience Project.



Harris & Associates

November 2, 2022

Grace Kast
Executive Director
Gateway Water Management Agency
16401 Paramount Boulevard
Paramount, California 90723

Subject: Amendment for 2022 Urban Community Drought Relief Grant Program

Dear Grace:

Late last year, the Gateway Water Management Authority "GWMA" Board selected Harris & Associates "Harris" for project development/grant writing services for regional new and rehabilitated well projects. Based on initial solicitations of interest among GWMA members, eight member cities provided information on several projects at various stages of readiness.

Since then, Harris has been conducting research on grant opportunities, following up with member cities, and providing several presentations to the Board on the project status. Until recently, there were limited opportunities for a successful grant application. With no specific grant opportunities arising, Harris was proceeding on a path to submit a package under the Drinking Water State Revolving Fund (DWSRF) to work toward a loan with principal forgiveness.

In October 2022, the California Department of Water Resources (DWR) published the Guidelines and Proposal Solicitation Package for the 2022 Urban Community Drought Relief Grant Program (UCDRG). As we have discussed, this is a promising grant opportunity that aligns with a GWMA regional grant application for new and rehabilitated wells. On November 10, 2022, we will be recommending to your full board that GWMA pursue this opportunity for its member cities.

Our original task order for this effort was for \$23,720.00, including tasks to solicit interest from member cities, review potential grant opportunities, and grant application preparation and processing. Due to the length of time that it has taken for an appropriate grant opportunity to emerge, Harris' costs were greater than anticipated and therefore we will need an increase in our budget to complete the project. Factors impacting the higher level of effort include:

- Harris has had multiple discussions with the eight cities over the past year as their projects have changed/evolved over time. Time was spent determining how best to structure the General Application under the DWSRF. With the change to apply for the UCDRG, Harris is again approaching each city to understand project status and alignment with the grant, developing the best approach for the grant, confirming with the GWMA board on the recommended approach for the grant application, and then confirming with each city that they are committed to the grant approach. We have essentially prepared for two different grant applications with the emergence of the recent UCDRG grant; this effort is associated with Tasks 1 and 2 of our scope. Task 3 involves preparation of the grant application which will take place upon Board approval on November 10th.
- In addition, Harris originally budgeted to meet with the interested member cities as a group; this proved infeasible.

- Harris has made multiple presentations to the Board on the status of the project and recommended actions.
- Most importantly, the UCDRG grant opportunity is considerably more complicated than what we assumed in preparing the original scope of work. It is expected to include five cities, making the application more complicated and taking more effort. We anticipate considerable effort will be needed to help member cities develop budgets, schedules, project descriptions, and drought impacts and project benefits. For the City of Downey, we will need to ascertain the City's ability to track direct costs for well rehabilitation, as they have indicated that they will self-perform this engineering.

Harris' original budget, costs-to-date, and remaining budget are shown below.

	Original Budget	Cost-to-Date	Remaining Budget	Reason for Exceeding Budget
Task 1	4,900.00	9,292.50	-4,392.50	Additional time spent evaluating a second grant opportunity
Task 2	2,800.00	8,071.25	-5,271.25	Additional time spent evaluating a second grant opportunity and discussions with cities; additional board presentations
Task 3	16,020.00	0.00	16,020.00	
Task 4	TBD	TBD	TBD	
	23,720.00	17,363.75	6,356.25	

Due to the above considerations, Harris respectfully requests a contract amendment for \$11,600.00, as follows:

\$9,600 Tasks 1 and 2

\$2,000 New Task 4 -- Follow-up to respond to questions from grantor and processing (formerly part of Task 3). This assumes a moderate level of effort -- 8 hours each -- for Gabriel and myself to respond to follow up questions from DWR and assist with processing the grant request.

This amendment will be on a time and expense basis. To the extent that Harris does not need this entire budget, the balance will revert back to the GWMA.

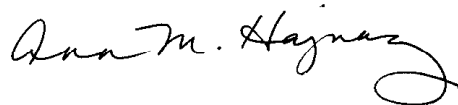
If you have any questions regarding this request, please don't hesitate to contact me at christy.cooper@weareharris.com or at 513-532-5372.

Very truly yours,

HARRIS & ASSOCIATES



Christy Cooper
Project Manager



Ann Hajnosz, PE (WA)
Senior Director

RESOLUTION 22-04

November 10, 2022

BOARD OF DIRECTORS

Los Angeles Gateway Region Integrated Regional Water Management Authority
("Gateway Water Management Authority")

A RESOLUTION AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION, AND ACCEPTANCE OF FUNDING FROM THE 2022 URBAN COMMUNITY DROUGHT RELIEF GRANT PROGRAM FOR THE GWMA REGIONAL WELL RESILIENCE PROJECT.

WHEREAS, Gateway Water Management Authority proposes to implement the GWMA Regional Groundwater Resilience Project; and

WHEREAS, Gateway Water Management Authority has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, Gateway Water Management Authority intends to apply for grant funding from the California Department of Water Resources for the GWMA Regional Well Resilience Project;

THEREFORE, BE IT RESOLVED by the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board of Directors as follows:

1. That pursuant and subject to all of the terms and provisions of Budget Act of 2021 (Stats. 2021, ch. 240, § 80) as amended (Stats. 2022, ch. 44, § 25), the Gateway Water Management Authority Executive Officer, or designee, is hereby authorized and directed to prepare and file an application for funding with the Department of Water Resources, and take such other actions necessary or appropriate to obtain grant funding.
2. The Gateway Water Management Authority Chair or designee will be authorized and directed to execute the funding agreement with the Department of Water Resources and any amendments thereto, if awarded.
3. The Gateway Water Management Authority Executive Officer or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

CERTIFICATION

I hereby certify that the Los Angeles Gateway Region Integrated Regional Water Management Joint Powers Authority Board of Directors duly adopted Resolution 22-04 on November 10, 2022.

AYES:

NOES:

ABSTAIN:

ATTEST:

Signature:

Adriana Figueroa

Chair